

March, 1827, in which there is included a negro woman and child, (the latter supposed to be the boy in dispute,) appraised together at \$250. On the 25th November, 1828, she passed before the Orphans Court what is called her first and final account, in which she is allowed for payments and disbursements the sum of \$168 28, leaving due the estate \$698 11 ; and on the 27th of June, 1829, she passed in the same court, her additional final account, in which the credits allowed amount to \$130 83, and the balance in her hands due the estate was \$567 28.

Upon this state of facts, the question arises as to the nature and duration of the interest which the defendant, Linstead, acquired in this boy. That he purchased or thought he was purchasing a slave for life, must be assumed in the absence of any evidence contradicting the answer which, in this respect, is directly responsive to a special interrogatory in the bill. I say in the absence of any opposing proof, because I lay out of the case, as totally inadmissible, the declarations of Mrs. Lark not in defendant's presence, made subsequent to the sale, and to the admissibility of which exceptions have been filed by the defendant.

Evidence has been offered for the purpose of showing that the defendant gave much less than the value of the boy, in order to create an inference that he purchased only for the life of the vendor. But I confess I have not been much impressed by this evidence ; the answer says, the boy at the time of the purchase was between two and three years of age ; and although the evidence throws some doubt on the accuracy of the statement, the proof is not sufficiently distinct and explicit to render it quite certain that the defendant was much in error in regard to it. If the child was but two or three years old, or even a year or two older, the price given, say \$35, though less than the witnesses say negro children of that age were worth, is not so low as of itself to create a presumption strong enough to contradict the answer and lead to the conclusion in the face of the answer, that the defendant did not purchase the child for life. Indeed, there is some degree of improbability in the